

**TITLE SHEET**

**SOUTH CAROLINA TARIFF NO. 1  
APPLICABLE TO  
PACKAGED LOCAL AND INTEREXCHANGE  
IP VOICE SERVICES OF  
SANDHILL CONNEXIONS, LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for Internet Protocol voice services provided by Sandhill Connexions, LLC with principal offices at 122 S Main St., Jefferson, SC 29718. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the Public Service Commission of South Carolina and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: January 18, 2017  
Issued By:

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Effective: January 18, 2017

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**CHECK SHEET**

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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**SYMBOLS SHEET**

The following symbols shall be used in this tariff for the purpose indicated below:

- C – To Signify a Change in Rate Schedule or Term or Condition
- D – To Signify a Discontinued Rate or Term or Condition
- I – To Signify an Increased Rate
- M – To Signify Text Moved from Another Tariff Location; But No Change in Rate or Term or Condition
- N – To Signify a New Rate or Term or Condition
- R – To Signify a Reduced Rate
- T – To Signify a Change in Text or Regulation; But No Change in Rate or Term or Condition

**Check Sheets** – When a tariff filing is made with the Commission, an update check sheet accompanies the tariff filing.

**Sheet Numbering and Revision Levels** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd revised Sheet 14.

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**TARIFF FORMAT**

- A. Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. that the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by the symbols given on the symbols sheet. There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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**NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES**

The Public Service Commission of South Carolina (“Commission” or “SCPSC”) requires that each telephone company’s Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 *et seq.* and the regulations found in South Carolina Code Binder 26, Chapter 103, Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

- Subarticle 1 – General
- Subarticle 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports
- Subarticle 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service
- Subarticle 4 – Engineering
- Subarticle 5 – Inspection and Tests
- Subarticle 6 – Standards and Quality of Service
- Subarticle 7 – Safety
- Subarticle 8 – Telecommunication Relay Service Advisory Committee

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**NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES**

In addition, the following provisions are part of this Company's Terms and Conditions:

**1. FOR LOCAL EXCHANGE SERVICE:**

Emergency Telephone Number and Enhanced 911 Systems – 911/ E911 – Surcharge. An Enhanced Universal Emergency Number Service (E911) A 911 or enhanced 911 surcharge applies per month to each residence and business line, in addition to the monthly rates for these lines specified elsewhere in these schedules. S.C. Code Section 23-47-40 authorizes local governments to adopt ordinances to impose the monthly 911 charges. S.C. Code Section 23-47-50 lists the maximum 911 charges that subscribers may be billed.

**2. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:**

Any provisions in these Terms and Conditions that limit liability or damages do not apply to the extent they conflict with the regulations found in South Carolina Code Binder 26, Chapter 103, Article 6, 26 S.C. Regs. 103-600 *et seq.*

This Company agrees that it is responsible for complying with all applicable rules, regulations, and orders of the Public Service Commission of South Carolina and with the South Carolina Code. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule, regulation or order of the SCPSC or the South Carolina Code, the rule, regulation, order or statute will govern.



**SERVICE OFFERING SUMMARY**

Service, features and functions will be provided where Company facilities, including, but not limited to, billing and technical capabilities, are available.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

### 1.1 Explanation of Abbreviations and Acronyms

Commission or SCPSC – Public Service Commission of South Carolina

IXC – Interexchange Carrier

ICO – Independent Company

ICE – Independent Company Exchange

LATA – Local Access and Transport Area

LEC – Local Exchange Company

MTS – Message Telecommunication Service

NPA – Numbering Plan Area

PIC – Primary Interexchange Carrier

TDD – Telephone Device for the Deaf

TRS – Telecommunications Relay Service

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

### 1.2 Definition of Terms

Commission (SCPSC) – The Public Service Commission of South Carolina

Company – Refers to Sandhill Connexions, LLC.

Completed – A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer – The person, firm, corporation, or other entity which orders Service and is responsible for payment of charges due and compliance with the Company's tariff regulations. This term also includes a person who was a Customer of the Company within the past 30 days and who requests Service at the same or different location.

Customer-Provided Equipment (CPE) – Equipment provided by the Customer for use with the Company's Services. CPE can include a station set, facsimile machine, or other communication system.

End User – Any Customer that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "End User" when such carrier uses the Company's Service for administrative purposes.

IP Voice Service – The provision to the Customer of access to the Company's Internet Protocol voice network and the public switched telephone network for the purpose of sending and receiving calls. This access is achieved through the use of the Company's facilities.

Message – A completed telephone call.

Nonrecurring Charge – A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

Recurring Charge – The monthly charge to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the Service.

Service – Any IP Voice Service(s) provided by the Company under this tariff.

Termination of Service – Discontinuance of both incoming and outgoing Service.

User – A Customer, or any other person authorized by a Customer to use Service provided under this tariff.

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**SECTION 2 – RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Application of Tariff**

- A. This tariff sets forth terms and conditions applicable to the furnishing of the IP Voice Service defined herein offered by the Company within the State of South Carolina. IP Voice Service is furnished for the use of End Users in placing and receiving calls within the State of South Carolina.
- B. When Services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the service or facilities furnished by it.
- C. When Services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Services and facilities.
- D. This tariff applies only for the use of the Company's Services within the State of South Carolina. This includes the use of the Company's network to complete an end-to-end call within the State of South Carolina and to obtain access to the intrastate and interstate Toll Call services offered by the Company.
- E. The provision of IP Voice Service defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.

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**SECTION 2 – RULES AND REGULATIONS****2.1 Undertaking of the Company (cont'd)****2.1.2 Shortage of Equipment or Facilities**

The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.

**2.1.3 Terms and Conditions**

- A. IP Voice Service is dependent upon electrical power and, even with a Customer premises back up power source, if the electrical provider and/or Company's cable network or facilities are not operating, the IP Voice Service, including the ability to access emergency 911 services, may not be available. The Company accepts no responsibility for Service outages due to the non-availability at the Customer's premises of electrical power.
- B. Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- C. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated to the Customer pursuant to 26 S.C. Regs. 103-625.
- F. This tariff shall be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.

## SECTION 2 – RULES AND REGULATIONS

## 2.2 Limitations

### 2.2.1 Indemnification

A. The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (c) common carriers or warehousemen;
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other natural catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and Services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services, or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this

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**SECTION 2 – RULES AND REGULATIONS****2.2 Limitations (cont'd)****2.2.1 Indemnification (cont'd)****A. (cont'd)**

7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of the Company's system, interruption of cable modem service or interruption of electric service to Customer's premises (IP Voice Service is not supported by an in-home back-up power source);
12. Any non-completion of calls due to network busy conditions or network failures;
13. Any calls not actually attempted to be completed during any period that Service is unavailable;
14. Blockages by other providers of services on the public switched network.

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**SECTION 2 – RULES AND REGULATIONS****2.2 Limitations (cont'd)****2.2.1 Indemnification (cont'd)**

- B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or Service provided by the Company.
- C. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- D. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- E. Except as otherwise stated in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- F. The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.



## SECTION 2 – RULES AND REGULATIONS

### 2.2 Limitations (cont'd)

#### 2.2.1 Indemnification (cont'd)

- G. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
- I. Any provisions that limit liability for damages do not apply to the extent they conflict with Chapter 103, Article 6, of the regulations of the SCPSC.

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**SECTION 2 – RULES AND REGULATIONS****2.3 Liability of the Company****2.3.1 General**

- A. Except as otherwise stated in this tariff, liability of the Company for damages arising out of either (1) the furnishing of its Services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following.
- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 – RULES AND REGULATIONS****2.4     Service Availability****2.4.1   Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from a loss of power or cable damage, notification to the Customer may not be possible.

**2.4.2   Provision of Equipment and Facilities**

- A.     The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B.     The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.     The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D.     Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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**SECTION 2 – RULES AND REGULATIONS****2.4 Service Availability (cont'd)****2.4.2 Provision of Equipment and Facilities (cont'd)**

- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer or User.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - 1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission; or
  - 2. the reception of signals by Customer-Provided Equipment.

**2.4.3 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its affiliates, agents or contractors.

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**SECTION 2 – RULES AND REGULATIONS****2.5 Obligations of the Customer****2.5.1 General**

A. The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff;
2. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide IP Voice Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.
4. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
5. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

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**SECTION 2 – RULES AND REGULATIONS****2.5 Obligations of the Customer (cont'd)****2.5.2 Prohibited Activities and Uses**

- A. The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for Services provided pursuant to this tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

**2.5.3 Claims**

With respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or
- B. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this tariff.

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**SECTION 2 – RULES AND REGULATIONS****2.6 Customer Equipment and Channels****2.6.1 General**

A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this tariff, the Company does not guarantee that its Services will be suitable for purposes other than those described herein.

**2.6.2 Station Equipment**

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. All such Customer-Provided Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.

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**SECTION 2 – RULES AND REGULATIONS****2.6 Customer Equipment and Channels (cont'd)****2.6.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this tariff and the tariff of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this tariff.

**2.6.4 Inspections**

If the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.



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**SECTION 2 – RULES AND REGULATIONS****2.7 Interruption of Service****2.7.1 General**

- A. Upon Customer request, the Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the Customer's wiring or equipment. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption. In addition, for Service interruptions greater than eight (8) consecutive hours, the Company will credit the Customer's account in an amount equal to the price of one month of Service.
- B. No credit allowance will be made for:
1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, User, or other common carrier providing service connected to the Service of the Company;
  2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
  3. interruptions due to the failure or malfunction of non-Company equipment;
  4. interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
  5. interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
  6. interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and

- 
7. interruption of Service due to circumstances or causes beyond the control  
of the Company.

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Issued: January 18, 2017  
Issued By:

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Effective: January 18, 2017

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## SECTION 2 – RULES AND REGULATIONS

### 2.8 Payment Arrangements

#### 2.8.1 Payment

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer.

#### 2.8.2 Billing and Collection of Charges

- A. All Customer bills are due and payable on or before the due date provided on the bill. If any portion of the bill is received by the Company more than five (5) days after the due date, or if any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company, calculated pursuant to 26 S.C. Regs. 103-622.2 which provides that a maximum one and one half percent (1½%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late charge may be imposed.
- B. As provided in S.C. Code Section 34-11-70 the Company may charge a service for each check returned for nonpayment by a bank. The Company will furnish proof of the bank charge upon request.

#### 2.8.3 Disputed Bills

If the Customer has a complaint, has a question about, or seeks to dispute charges, on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill. If the Customer is not satisfied with the Company's response, the Customer may contact ***Office of Regulatory Staff, 1401 Main Street, Suite 900, Columbia, SC 29201, (803) 737-5230, (800) 922-1531, or www.regulatorystaff.sc.gov.***

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**SECTION 2 – RULES AND REGULATIONS****2.8 Payment Arrangements (cont'd)****2.8.4 Discontinuance of Service**

- A. If payment is not received within five (5) days of the due date, a disconnect notice will be sent to the Customer. If payment still has not been received within seventeen (17) days of the due date, service will be interrupted, and the account will be disconnected.
- B. If the Customer's account is disconnected due to non-payment, Services may be reconnected only by paying all past due amounts, a reconnection fee, and the first month of Service in advance.

**2.9 Advance Payments and Deposits**

To safeguard its interests, the Company may require a Customer to make a deposit before Services and facilities are furnished pursuant to 26 S.C. Regs. 103-621. The deposit will not exceed an amount equal to two months of estimated monthly recurring charges for the Service or facility. In addition, where special construction is involved, an advance payment may be required in an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

**2.10 Taxes and Other Charges**

The Customer may be responsible for payment of any federal, state or local sales, use, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

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**SECTION 2 – RULES AND REGULATIONS****2.11 Qualification as Residential Usage**

The Company provides Residential IP Voice Service for residential use only. The Company will determine whether the Customer's proposed use is residential based on the character of the use to be made of the Service. Service is intended for reasonable residential usage by residential customers. Limitations may apply to an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive days, or usage that may be deemed to be business use. Service will not be provided where the proposed use will primarily or substantially consist of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, the use will be considered residential if installed in a residence.

**2.12 Use of Customer's Service by Others**

**2.12.1** Services provided hereunder are provided solely for the use of the Customer and End Users authorized by the Customer. Customers may not resell such Service to a third party for any form of compensation.

**2.12.2 Transfers and Assignments**

- A. Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.
- B. Transfer of all or a portion of the IP Voice Service or the Company's Equipment by Customer to any other person or entity, or to a new residence or other location, is prohibited. Customer expressly acknowledges that the address associated with an emergency 911 call is the authorized address where the IP Voice Service was originally provided and that movement of the voice-enabled cable modem from the original service location will result in the identification of emergency 911 calls from the original service location. Access to emergency 911 service will therefore be limited if the voice-enabled cable is moved from the original service location.

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**SECTION 2 – RULES AND REGULATIONS****2.13 Cancellation of Service**

If a Customer cancels a service order or terminates Services before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company:

- A. all nonrecurring charges as specified in this tariff, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- C. 65% of all recurring charges specified in this tariff for the balance of the then-current term.

**2.14 Notices and Communications**

All notices or other communications except notice of termination of service which are required to be given pursuant to this tariff will be delivered via e-mail and first-class mail. Pursuant to 26 S.C. Regs. 103-624.3, a Customer may request service termination by notifying the Company orally or in writing. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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## SECTION 2 – RULES AND REGULATIONS

### 2.15 Special Construction and Special Arrangements

#### 2.15.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction and special arrangements may be undertaken on a reasonable-efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal tariff conditions.

#### 2.15.2 Basis for Charges

Where the Company furnishes a facility or Service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include:

- nonrecurring charges,
- recurring charges,
- termination liabilities, or
- combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

#### 2.15.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

## SECTION 2 – RULES AND REGULATIONS

### **2.16    Toll Free Services**

- 2.16.1** The Company will make every effort to reserve toll free (i.e., “8xx”) vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.16.2** If a Customer who has reserved a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.



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**SECTION 3 – SERVICE DESCRIPTION****3.1 IP Voice Service****3.1.1 General****A. Description**

1. IP Voice Service provides a connection to the Company's IP voice network which enables the Customer to:
  - a. place and receive calls (including incoming facsimile transmissions) to and from other subscribers to the Company's IP Voice Service and on the public switched telephone network;
  - b. access the Company's intrastate, interstate and international IP Voice Service;
  - c. access the operator service and business office for Service related assistance, access toll-free telecommunications services such as 800 toll-free calling, and access E-911 service for emergency calling; and
  - d. originate calls to the Telecommunications Relay Service (TRS) that enables hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate with the hearing population not using TDDs and vice versa. A Customer will be able to access the state provider to complete such calls.
2. IP Voice Service is not supported by a Customer premises back-up power source, and if electrical power and/or the Company's cable modem and/or cable television service are not operating, the IP Voice Service, including the ability to access emergency 911 services, will not be available.

- B.** The provision of IP Voice Service at the rates and charges and terms and conditions shown is subject to the provisions of other sections of this tariff

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**SECTION 3 – SERVICE DESCRIPTION****3.1 IP Voice Service (cont'd)****3.1.2 Residential IP Voice Service****A. Service Descriptions****1. Connexions Phone Service**

This package allows for unlimited local, intrastate and interstate toll calling for a flat monthly rate. Discounts apply to Customers subscribing to other applicable Company Services. All Custom Calling Features in tariff Section 3.1.2.B are included at no additional charge.

**2. Connexions Phone Seasonal Voice**

- a. Upon request, a residence customer may arrange for the temporary suspension of their service. Suspension of service is available on the customer's complete service or on such portion thereof as can be suspended.
- b. When the period of suspension is less than one (1) month, the regular charges for the full month of service shall apply.
- c. Service may not be suspended for more than four (4) months of any consecutive twelve (12) month period.
- d. Reconnect charge of \$40.00 will apply.
- e. During the period of suspension, the monthly recurring charge will apply. Nonpublished number, nonlisted number and additional listing charges, if applicable, are charged in full. Supplemental charges for custom calling features and customer premises equipment will not apply.
- f. Availability

Connexions Phone Seasonal Service is only offered in the following exchanges: Bennettsville, Clio, Tatum & McColl

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**SECTION 3 – SERVICE DESCRIPTION****3.1 IP Voice Service (cont'd)****3.1.2 Residential IP Voice Service (Cont'd)****A. Service Descriptions (Cont'd)****3. Connexions Phone Residential**

Provides unlimited local and toll calling for Residential Customers at a flat monthly rate. Service includes Calling Features as described in Section 3.1.2B. Operator assisted calling and 411 includes a per call charge. Service not bundled with other Company offerings. Connexions Phone Residential is offered solely to residential subscribers to Sandhill Connexion's cable modem and/or cable television service. International calling is available on an additional rate per minute basis.

**B. Custom Calling Features**

There are no additional charges for the features listed below, however the Customer must select features when ordering service. Customers may add or remove features at any time. Voice Mail is available for an additional monthly per line charge.

1. Anonymous Call Rejection - Reject incoming callers who have blocked their directory or identifying information.
2. Call Block - Reject incoming callers if their telephone number is on user defined list.
3. Call Forward Always – Forward your callers to another number.
4. Call Forward Busy Line – Forward your callers to another number when the line is busy.
5. Call Forward Don't Answer – Forward your callers to another number when line is unanswered for a certain number of rings.
6. Call Forward Not Reachable – Forward your callers to another number when line is offline or unavailable.
7. Call Logs – View records of incoming and outgoing calls.
8. Call Return – Dial the last incoming caller.

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**SECTION 3 – SERVICE DESCRIPTION****3.1 IP Voice Service (cont'd)****3.1.2 Residential IP Voice Service (Cont'd)****B. Custom Calling Features (Cont'd)**

9. Call Waiting - Receive calls while you're on another call and answer it without disconnecting the original call.
10. Caller ID - Know who is calling you before you answer. Phone must have name and number display compatibility.
11. Outbound Caller ID Block - Block your caller ID information from displaying to called parties.
12. Do Not Disturb – Incoming callers will receive a message stating you are busy.
13. Selective Call Forwarding – Forward specific callers to specific numbers.
14. Speed Dial – Enter frequently dialed numbers for quick and simple access.
15. Three-Way Calling - Speak with two parties at once.

**3.1.3 Business Class Phone Service****A. Service Descriptions****1. Business Unlimited Phone**

Provides unlimited local and toll calling for Business Customers at a flat monthly rate. Service includes several Calling Features as described in Section 3.1.3B. Operator assisted calling and 411 includes a per call charge. Service not bundled with other Company offerings.

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**SECTION 3 – SERVICE DESCRIPTION****3.1 IP Voice Service (cont'd)****3.1.3 Business Class Phone Service** (cont'd)**A. Service Descriptions** (cont'd)**2. Business Basic Phone**

Provides unlimited calling within the local calling area. Calls outside of the local calling area will be billed on a per minute basis.

**3. Seasonal Service**

- a. Upon request, a business customer may arrange for the temporary suspension of its service. Suspension is available on the customer's complete service or on such portion thereof as can be suspended.
- b. When the period of suspension is less than one (1) month, the regular charges for the full month of service shall apply.
- c. Service may not be suspended for more than four (4) months of any consecutive twelve (12) month period.
- d. A reconnect fee of \$40.00 will apply.
- e. During the period of suspension, the recurring monthly charge will apply.

Nonpublished number, nonlisted number and additional listing charges, if applicable, are charged in full. Supplemental charges for custom calling features and customer premises equipment will not apply.

---

## SECTION 3 – SERVICE DESCRIPTION

### 3.1 IP Voice Service (cont'd)

#### 3.1.3 Business Class Phone Service (Cont'd)

##### A. Service Descriptions (Cont'd)

##### 3. Seasonal Service (Cont'd)

- f. Availability. Business Class Seasonal Service is offered only in the following exchanges: Bennettsville, Clio, Tatum, McColl

##### B. Custom Calling Features

There are no additional charges for the features listed below, however the Customer must select features when ordering service. Customers may add or remove features at any time. Voice Mail is available for an additional monthly per line charge.

1. Anonymous Call Rejection - Reject incoming callers who have blocked their directory or identifying information.
2. Call Block - Reject incoming callers if their telephone number is on user defined list.
3. Call Forward Always – Forward your callers to another number.
4. Call Forward Busy Line – Forward your callers to another number when the line is busy.
5. Call Forward Don't Answer – Forward your callers to another number when line is unanswered for a certain number of rings.
6. Call Forward Not Reachable – Forward your callers to another number when line is offline or unavailable.
7. Call Logs – View records of incoming and outgoing calls.
8. Call Return – Dial the last incoming caller.
9. Call Waiting - Receive calls while you're on another call and answer it without disconnecting the original call.

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**SECTION 3 – SERVICE DESCRIPTION****3.1 IP Voice Service (cont'd.)****3.1.3 Business Class Phone Service (cont'd.)****B. Custom Calling Features (cont'd.)**

10. Caller ID - Know who is calling you before you answer. Phone must have name and number display compatibility.
11. Outbound Caller ID Block - Block your caller ID information from displaying to called parties.
12. Do Not Disturb – Incoming callers will receive a message stating you are busy.
13. Selective Call Forwarding – Forward specific callers to specific numbers.
14. Speed Dial – Enter frequently dialed numbers for quick and simple access.
15. Three-Way Calling. Speak with two parties at once.

**C. 800 Services****1. Description of Service**

800 Service is a one-way inbound service originating on facilities provided by the Company and terminating to the Customer's IP Voice Service. The Customer is responsible for payment of all charges associated with such terminating calls rather than the calling party.

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**SECTION 3 – SERVICE DESCRIPTION****3.2 Miscellaneous IP Voice Services****3.2.1 General****A. Terms and Conditions**

1. The features in this section are included in the Company's IP Voice Service offering.
2. All features are provided subject to availability: Features may not be available with all classes of Service. Transmission levels may not be sufficient in all cases.

**3.2.2 Directory Assistance (DA)****A. Local and National Directory Assistance Service**

Local and National Directory Assistance Service (411) is furnished upon Customer request for assistance in determining telephone numbers. Customers will be charged for all requests, including requests for listings that are not found and requests for numbers not listed or published.

**B. Directory Assistance Call Completion Service**

Directory Assistance Call Completion Service provides a Customer calling Directory Assistance with the option of having the call to the last requested number completed. A service message will inform the Customer that he or she may be connected to the requested number automatically for a specified additional charge.



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**SECTION 3 – SERVICE DESCRIPTION****3.2 Miscellaneous IP Voice Services (cont'd)****3.2.3 Directory Listing Services**

The alphabetical directory is a list of names that includes information essential to the identification of the listed party and facilitates the use of the directory. The Company reserves the right to refuse to publish listings which, in the judgment of the Company, are considered inappropriate.

**A. Additional and Foreign Listings**

1. Additional Listings are provided in addition to the main listing on a telephone service. Additional Listings may be used to help locate another individual in addition to the main listed person in a dual name listing.
2. Customers may request a Foreign Listing, which is a listing entered in the alphabetical list of a directory other than that in which the Customer is regularly listed.

**B. Nonlisted Service**

At the request of the Customer, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

**C. Nonpublished Service**

1. The numbers of Nonpublished Service are not listed in the telephone directory or in the information records available to the general public.
2. Nonpublished information may be released to emergency service providers, to Customers who subscribe to Company offerings which require the information to provide Service and/or bill their clients, or, to Customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or numbers may also be delivered to Customers on a call-by-call basis.

**SECTION 3 – SERVICE DESCRIPTION****3.3 Trial Services**

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on a permanent basis.

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**SECTION 4 – RATES****4.1 Service Connection and Related Charges****4.1.1 General**

- A. Nonrecurring charges may apply to Customer requests for connecting, moving, or changing Service. These charges will be determined on an Individual Case Basis (ICB) and will apply in addition to any other scheduled rates and charges that otherwise apply under this tariff.
- B. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
- C. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

**4.1.2 Rates and Charges**

- |    |  |          |
|----|--|----------|
| A. | Nonrecurring Service Connection Charge - Business    | \$149.95 |
| B. | Nonrecurring Service Connection Charge - Residential | \$ 99.95 |

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**SECTION 4 – RATES****4.2    IP Voice Service Monthly Charges****4.2.1    Residential IP Voice Service**

- |    |  |         |
|----|--|---------|
| A. | Connexions Phone Residential, Per Month  |         |
|    | \$29.95  |         |
| 1. | Connexions Phone Residential Second Line<br>(cannot be sold with Connexions Phone as the primary line) |         |
|    | Rate, per month  | \$19.95 |
| 2. | Seasonal Voice   |         |
|    | Monthly Recurring Charge:  | \$12.95 |
|    | One-Time Set-up:   | \$ 0.00 |

**4.2.2    Business Class Phone Service**

- |    |                                     |         |
|----|-------------------------------------|---------|
| A. | Business Unlimited Phone, per month | \$44.95 |
| B. | Business Basic Phone, per month     | \$34.95 |
| C. | Seasonal Service, per month         | \$12.95 |

**4.2.3    800 Services**

- |    |  |         |
|----|--|---------|
| A. | One-Time Charge for Establishing Service | \$15.00 |
| B. | Monthly Recurring Subscription Charge    | \$ 2.50 |
| C. | Per-Minute Usage Charges                 | \$ 0.15 |

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**SECTION 4 – RATES****4.3     Miscellaneous IP Voice Exchange Services****4.3.1     Directory Assistance Service**

Per Request:	<u>Residential</u>	<u>Business</u>
Customer Dialed (Local)		
Bennettsville, Clio, McColl, Tatum	\$1.50	\$1.50
All other areas	\$1.50	\$1.50
Customer Dialed (National)		
Bennettsville, Clio, McColl, Tatum	\$1.50	\$1.50
All other areas	\$1.50	\$1.50
Operator Dialed (Local and National)		
Bennettsville, Clio, McColl, Tatum	\$2.50	\$2.50
All other areas	\$2.50	\$2.50

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**SECTION 4 – RATES****4.3    Miscellaneous IP Voice Exchange Services (cont'd)****4.3.2    Directory Listing Services****A.       Nonlisted Service****1.       Terms and Conditions**

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the Customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service.

**2.       Rates and Charges**

	<u>Residential</u>	<u>Business</u>
Nonrecurring Charge	\$0.00	\$0.00
Monthly Recurring Charge Bennettsville, Clio, McColl, Tatum	\$2.50	\$2.50

**SECTION 4 – RATES****4.3 Miscellaneous IP Voice Exchange Services (cont'd)****4.3.2 Directory Listing Services, (cont'd)****B. Nonpublished Service****1. Terms and Conditions**

The customer may be subject to nonrecurring and monthly recurring charges, as specified below, for Nonpublished Service.

Incoming calls to Nonpublished Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.

No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service.

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of a Nonpublished Service in the telephone directory or disclosing of such number to any person.

**2. Rates and Charges**

	<u>Residential</u>	<u>Business</u>
Nonrecurring Charge	\$0.00	\$0.00
Monthly Recurring Charge		
Bennettsville, Clio, McColl, Tatum	\$2.50	\$2.50

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**SECTION 4 – RATES****4.4 Miscellaneous Rates****4.4.1 Service Change Charges**

Service Change Charges apply per line when a Customer requests a change in existing Service.

- A. Telephone Number Change – A charge may apply to each Customer-requested change in telephone number.
- B. Directory Listing Change Charge – A charge may apply to each Customer-requested change in directory listing.
- C. Rates and Charges

	<u>Residential</u>	<u>Business</u>
1. Nonrecurring Charge for Telephone Number change	\$20.00	\$20.00
2. Nonrecurring Charge for Directory Listing change:	\$0.00 \$0.00	\$0.00 \$0.00

**4.4.2 Other Charges**

	<u>Rate</u>
A. Secure Pay (automated pay-by-phone)	\$1.00 per use
B. Return Check Fee	\$30.00 per occurrence
C. Service Call (first hour)	\$75.00 per hour
D. Additional Service Call Charge 30 minute increments	\$37.50



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**SECTION 4 – RATES****4.4 Miscellaneous Rates (cont'd)****4.4.3 Change of Responsibility****A. Terms and Conditions**

When acceptable to the Company, an applicant may supersede Service of an existing Customer where an arrangement is made by the Customer and the applicant to pay all outstanding charges against the Service. The applicant must also make arrangements to become a Sandhill Connexions cable modem service customer. No non-recurring Service connection charge will be due from the applicant under this Tariff if the applicant becomes a Sandhill Connexions cable modem service customer and a Customer for Service provided under this Tariff at the same time.

**4.4.4 [Reserved for Future Use]**

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**SECTION 4 – RATES****4.5 Promotional Offerings**

From time to time, the Company may elect to offer promotional programs that shall waive, for a specified period of time not to exceed six (6) months, in whole or in part (1) any installation fee and/or (2) any recurring nonrecurring fees for any services other than local voice service or intrastate toll service. The promotional programs will be filed in advance with the Commission by letter. A promotional program may not waive any surcharge the Company is required to assess by Rule adopted by a State Agency or by statute. Promotional programs offered under this tariff shall not alter any term or condition of any service except with regard to the rate charged for the service. Descriptions of specific promotional programs, including the effective dates of the promotion and the rates to be charged under the promotion, shall be provided to the Commission on or before the offering date of the promotional programs. These descriptions shall be kept with the terms and conditions maintained by the Company.

**4.6 Employee Rates**

The Company may offer special rates or rate packages to its employees or employees of its affiliates.

**4.7 Marketing**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and Company will comply with those marketing procedures, if any, set forth by the Commission. Additionally, Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

**4.8 Individual Case Basis (ICB) Charges**

ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or as part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.